

Contract #425

Clerk's Contract and Agreement Cover Page

Year: 2008-10

Legistar File ID#: 2008-0162

Multi Year:

Amount \$25,000.00

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Contract Type:

Services

Contractor's Name:

W.B. McCloud & Compnay, Inc.

Contractor's AKA:

Execution Date:

4/4/2008

Termination Date:

12/31/2010

Renewal Date:

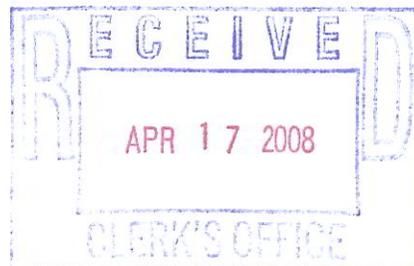
Department:

Public Works/Water & Sewer

Originating Person:

John Ingram

Contract Description: Aquatic Weed Control 2008/2009/2010



Thursday, April 17, 2008

MAYOR  
Daniel J. McLaughlin

VILLAGE CLERK  
David P. Maher

14700 S. Ravinia Ave.  
Orland Park, IL 60462  
(708) 403-6100



VILLAGE HALL

TRUSTEES  
Bernard A. Murphy  
Kathleen M. Fenton  
Brad S. O'Halloran  
James V. Dodge  
Edward G. Schussler III  
Patricia Gira

April 17, 2008

Mr. Lyle J. Erickson  
Manager – Aquatics Division  
W.B. McCloud & Co., Inc.  
1011A W. Lunt Avenue  
Schaumburg, IL 60193-4418

**RE: *NOTICE TO PROCEED – Aquatic Weed Control 2008-2010***

Dear Mr. Erickson:

This notification is to inform you that the Village of Orland Park has received all necessary contracts, operator/applicator certifications and chemical MSDS sheets as requested in order for work to commence on the above stated project as of April 17, 2008.

Please contact John Ingram at 708-403-6104 to arrange the commencement of the work.

The Village will be processing a Purchase Order for this contract/service and it will be faxed to your company. It is imperative that this number on the Purchase Order be noted on all invoices, correspondence, etc. All invoices should be sent directly to the Accounts Payable Department at 14700 S. Ravinia Ave. Orland Park, IL 60462. Also, your final invoice for this contract/service should state that it is the final invoice pertaining to that Purchase Order.

For your records, I have enclosed one (1) original executed contract dated April 4, 2008. If you have any questions, please call me at 708-403-6173.

Sincerely,

Denise Domalewski

CC: John Ingram



April 4, 2008

Mr. Lyle J. Erickson  
W.B. McCloud & Company, Inc.  
1011A West Lunt Avenue  
Schaumburg, Illinois 60193

**NOTICE OF AWARD - CONTRACT AQUATIC WEED CONTROL FOR 2008-2010**

Dear Mr. Erickson:

This notification is to inform you that on March 17, 2008, the Village of Orland Park Board of Trustees approved awarding W.B. McCloud & Company the contract in accordance with the bid you submitted dated February 28, 2008, for Aquatic Weed Control for the three calendar years of 2008, 2009 and 2010.

In order to begin this engagement, you must comply with the following within ten business days of the date of this Notice of Award, which is by April 18, 2008.

1. I am enclosing the Contract for Aquatic Weed Control 2008-2010. Please sign two (2) copies and return them both directly to me. I will obtain signatures to fully execute the Contract and one original executed Contract will be returned to you.

**Please deliver this information directly to me, Denise Domalewski, Contract Administrator, at Village Hall located at 14700 S. Ravinia Ave., Orland Park, IL 60462.** The signed Contracts and certifications are required to be in place and received at my office prior to the commencement of work on this project. You will be issued a *Notice to Proceed* letter and a purchase order when you are in full compliance with this process. Failure to comply with these conditions within the time specified will entitle the Village to consider your bid abandoned and to annul this Notice of Award. If you have any questions, please do not hesitate to call me at 708-403-6173 or e-mail me at [ddomalewski@orland-park.il.us](mailto:ddomalewski@orland-park.il.us).

Sincerely,

*Denise Domalewski*  
Contract Administrator

cc: John Ingram

**VILLAGE OF ORLAND PARK**  
**(Contract for Services)**  
**Aquatic Weed Control**

This Contract is made this 4<sup>th</sup> day of April, 2008 by and between the Village of Orland Park (hereinafter referred to as the "VILLAGE") and W.B. McCloud & Company (hereinafter referred to as the "CONTRACTOR").

**WITNESSETH**

In consideration of the promises and covenants made herein by the VILLAGE and the CONTRACTOR (hereinafter referred to collectively as the "PARTIES,") the PARTIES agree as follows:

**SECTION 1: THE CONTRACT DOCUMENTS:** This Contract shall include the following documents (hereinafter referred to as the "CONTRACT DOCUMENTS") however this Contract takes precedence and controls over any contrary provision in any of the CONTRACT DOCUMENTS. The Contract, including the CONTRACT DOCUMENTS, expresses the entire agreement between the PARTIES and where it modifies, adds to or deletes provisions in other CONTRACT DOCUMENTS, the Contract's provisions shall prevail. Provisions in the CONTRACT DOCUMENTS unmodified by this Contract shall be in full force and effect in their unaltered condition.

- The Invitation to Bid, hereby included by reference
- The Instructions to the Bidders, hereby included by reference
- This Contract
- The Terms and Conditions
- The Proposal dated February 28, 2008 to the extent it does not conflict with this contract.
- All Certifications required by the Village
- Certificates of insurance

**SECTION 2: SCOPE OF THE WORK AND PAYMENT:** The CONTRACTOR agrees to provide labor, equipment and materials necessary to provide the services as described in the CONTRACT DOCUMENTS and further described below:

Treatment of ponds for Algae and/or Submerged Weeds as outlined in the bid specification,

(hereinafter referred to as the "WORK") and the VILLAGE agrees to pay the CONTRACTOR pursuant to the provisions of the Local Government Prompt Payment Act (50 ILCS 505/1 *et seq.*) as outlined in the proposal dated February 28, 2008 for the performance of the described services,

	<u>2008</u>	<u>2009</u>	<u>2010</u>
Schedule "A" Ponds	\$14,070.00	\$14,360.00	\$14,650.00
Schedule "B" Ponds (as needed basis)			
Cost per Acre – Algae	\$56.00	\$60.00	\$64.00
Cost per Acre – Weed Control	\$150.00	\$156.00	\$162.00
Minimum Charge – Algae	\$38.00	\$41.00	\$44.00
Minimum Charge – Weed	\$100.00	\$106.00	\$112.00

not to exceed the annual Board Approved Budgeted Amount.

**SECTION 3: ASSIGNMENT:** CONTRACTOR shall not assign the duties and obligations involved in the performance of the WORK which is the subject matter of this Contract without the written consent of the VILLAGE.

**SECTION 4: TERM OF THE CONTRACT:** This Contract shall commence on the date of its execution. The WORK shall commence on May 1, 2008, and continue expeditiously for three (3) seasons (May 1 – October 1) from that date. This Contract shall terminate on December 31, 2010, but may be terminated by either of the PARTIES for default upon failure to cure after ten (10) days prior written notice of said default from the aggrieved PARTY. The VILLAGE, for its convenience, may terminate this Contract with sixty (60) days prior written notice.

**SECTION 5: INDEMNIFICATION AND INSURANCE:** The CONTRACTOR shall indemnify and hold harmless the VILLAGE, its trustees, officers, directors, agents, employees and representatives and assigns, from lawsuits, actions, costs (including attorneys' fees), claims or liability of any character, incurred due to the alleged negligence of the CONTRACTOR, brought because of any injuries or damages received or sustained by any person, persons or property on account of any act or omission, neglect or misconduct of said CONTRACTOR, its officers, agents and/or employees arising out of, or in performance of any of the provisions of the CONTRACT DOCUMENTS, including any claims or amounts recovered for any infringements of patent, trademark or copyright; or from any claims or amounts arising or recovered under the "Worker's Compensation Act" or any other law, ordinance, order or decree. In connection with any such claims, lawsuits, actions or liabilities, the VILLAGE, its trustees, officers, directors, agents, employees, representatives and their assigns shall have the right to defense counsel of their choice. The CONTRACTOR shall be solely liable for all costs of such defense and for all expenses, fees, judgments, settlements and all other costs arising out of such claims, lawsuits, actions or liabilities.

The Contractor shall not make any settlement or compromise of a lawsuit or claim, or fail to pursue any available avenue of appeal of any adverse judgment, without the approval of the Village and any other indemnified party. The Village or any other indemnified party, in its or their sole discretion, shall have the option of being represented by its or their own counsel. If this option is exercised, then the Contractor shall promptly reimburse the Village or other indemnified party, upon written demand, for any expenses, including but not limited to court costs, reasonable attorneys' and witnesses' fees and other expenses of litigation incurred by the Village or other indemnified party in

connection therewith.

Execution of this Contract by the VILLAGE is contingent upon receipt of Insurance Certificates provided by the CONTRACTOR in compliance with the CONTRACT DOCUMENTS.

**SECTION 6: COMPLIANCE WITH LAWS:** CONTRACTOR agrees to comply with all federal, state and local laws, ordinances, statutes, rules and regulations including but not limited to the Illinois Human Rights Act as follows: CONTRACTOR hereby agrees that this contract shall be performed in compliance with all requirements of the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq., and that the CONTRACTOR and its subcontractors shall not engage in any prohibited form of discrimination in employment as defined in that Act and shall maintain a sexual harassment policy as the Act requires. The CONTRACTOR shall maintain, and require that its subcontractors maintain, policies of equal employment opportunity which shall prohibit discrimination against any employee or applicant for employment on the basis of race, religion, color, sex, national origin, ancestry, citizenship status, age, marital status, physical or mental disability unrelated to the individual's ability to perform the essential functions of the job, association with a person with a disability, or unfavorable discharge from military service. CONTRACTOR and all subcontractors shall comply with all requirements of the Act and of the Rules of the Illinois Department of Human Rights with regard to posting information on employees' rights under the Act. CONTRACTOR and all subcontractors shall place appropriate statements identifying their companies as equal opportunity employers in all advertisements for workers to be employed in work to be performed under this contract.

The CONTRACTOR shall obtain all necessary local and state licenses and/or permits that may be required for performance of the WORK and provide those licenses to the VILLAGE prior to commencement of the WORK.

**SECTION 7: NOTICE:** Where notice is required by the CONTRACT DOCUMENTS it shall be considered received if it is delivered in person, sent by registered United States mail, return receipt requested, delivered by messenger or mail service with a signed receipt, sent by facsimile or e-mail with an acknowledgment of receipt, to the following:

To the VILLAGE:

Denise Domalewski  
Contract Administrator  
Village of Orland Park  
14700 South Ravinia Avenue  
Orland Park, Illinois 60462  
Telephone: 708-403-6173  
Facsimile: 708-403-9212  
e-mail: [ddomalewski@orland-park.il.us](mailto:ddomalewski@orland-park.il.us)

To the CONTRACTOR:

Lyle J. Erickson  
Fisheries Biologist Manager  
W.B. McCloud & Co., Inc.  
1011A West Lunt Avenue  
Schaumburg, Illinois 60193  
Telephone: 847-891-6260  
Facsimile: 847-891-7063  
e-mail: [lyleerickson@mccloudservices.com](mailto:lyleerickson@mccloudservices.com)

or to such other person or persons or to such other address or addresses as may be provided by either party to the other party.

**SECTION 8: STANDARD OF SERVICE:** Services shall be rendered to the highest professional standards to meet or exceed those standards met by others providing the same or similar services in the Chicagoland area. Sufficient competent personnel shall be provided who with supervision shall complete the services required within the time allowed for performance. The CONTRACTOR'S personnel shall, at all times present a neat appearance and shall be trained to handle all contact with Village residents or Village employees in a respectful manner. At the request of the Village Manager or a designee, the CONTRACTOR shall replace any incompetent, abusive or disorderly person in its employ.

**SECTION 9: PAYMENTS TO OTHER PARTIES:** The CONTRACTOR shall not obligate the VILLAGE to make payments to third parties or make promises or representations to third parties on behalf of the VILLAGE without prior written approval of the Village Manager or a designee.

**SECTION 10: COMPLIANCE:** CONTRACTOR shall comply with all of the requirements of the Contract Documents, including, but not limited to, the Illinois Prevailing Wage Act where applicable and all other applicable local, state and federal statutes, ordinances, codes, rules and regulations.

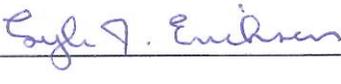
**SECTION 11: LAW AND VENUE:** The laws of the State of Illinois shall govern this Contract and venue for legal disputes shall be Cook County, Illinois.

**SECTION 12: MODIFICATION:** This Contract may be modified only by a written amendment signed by both PARTIES.

**SECTION 13: COUNTERPARTS:** This Contract may be executed in two (2) or more counterparts, each of which taken together, shall constitute one and the same instrument.

This Contract shall become effective on the date first shown herein and upon execution by duly authorized agents of the parties.

FOR: THE VILLAGE  
By:   
Print Name: Ellen J. Baer  
Its: Interim Village Manager  
Date: 04 / 14 / 08

FOR: THE CONTRACTOR  
By:   
Print Name: LYLE J. ERICKSON  
Its: FISHERIES BIOLOGIST, MGR. - AQUATIC  
Date: 4-8-08

**Aquatic Weed Control  
2008-2010  
Terms and Conditions**

The work shall consist of aquatic weed and algae control at designated Schedule "A" and Schedule "B" ponds. Schedule "A" pond applications will be on a bi-weekly basis, as directed by the Director of Public Works. Schedule "B" ponds shall be treated on an as needed basis as directed by the Director of Public works.

Generally the season begins May 1<sup>st</sup> and ends October 1<sup>st</sup>. The contractor shall work between the hours of 7:00 a.m. and 5:00 p.m. except Sundays and recognized Village holidays.

The Contractor agrees to maintain all Schedule "A" ponds in the manner specified in this Agreement. The work shall consist of chemical application as required for the maintenance of designated areas and properties for the Village of Orland Park. The specific areas involved are listed in the Appendix which is incorporated herein and shall be construed as part of this Agreement. Specifications for the work to be performed by the Contractor will be as follows:

SCHEDULE "A":

Chemical application of designated Schedule "A" ponds will be inspected and/or treated a minimum of every two weeks depending upon availability of sunlight, nutrients and water temperature. The Director of Public Works will determine such schedules based on conditions. The treatment program will proceed with a combined aquatic plant and/or algae treatment, with follow up inspections and/or treatment for submerged aquatic plants and/or algae treatments for the designated ponds as needed. IT IS THE INTENT OF THIS AGREEMENT THAT SCHEDULE "A" PONDS SHALL REMAIN WEED AND ALGAE FREE AT ALL TIMES.

SCHEDULE "B":

Chemical application of designated Schedule "B" ponds will be on an as needed basis as directed by the Director of Public Works. The treatment program will proceed with an aquatic plant and/or algae treatment as needed.

CHEMICALS:

Each product to be used for aquatic vegetation control during the season should be listed with each product's respective water use restrictions, including but not limited to, swimming, fish consumption and irrigation (lawn and garden). All products must be registered and approved by the EPA and Illinois Department of Agriculture for aquatic applications. All applicable labels and MSDS sheets shall be forwarded to the Public Works Department, 15655 Ravinia Avenue Orland Park, Illinois 60462

POSTING:

All ponds must be posted at the time of treatment with water use restrictions. The signage should be placed in the sign holder provided at each pond. Signage must be approved of by the Village of Orland Park in advance of posting.

NOTIFICATION:

The Village of Orland Park must be notified of treatment by the conclusion of each day. The Contractor will notify the Village of Orland Park by fax (708) 403-8798, the location and site number, date and time, type of treatment and observations, restrictions and comments. The Village of Orland Park representative will then inspect for effectiveness of treatment.

LABOR:

The contractor shall provide an adequate number of competently trained personnel with sufficient supervision to provide the services required and contractor shall provide identification.

Contractor must have a valid Illinois Department of Agriculture Applicators License.

EQUIPMENT:

All tools or equipment required to carry out the operations within the scope of this contract shall be provided by the contractor, and shall meet the standards of the Federal Occupational Safety and Health Act and State of Illinois safety codes as may be required by law. All on the road vehicles and equipment shall be identified by the contractor's name for purposes of identification, The Village reserves the right to inspect the equipment that will be used.

Provide a listing of all equipment owned by the Contractor that will be used in the performance of the work under contract.

ACCIDENT PREVENTION

The Contractor shall exercise precaution at all times for the protection of persons and property. Safety provisions of all applicable laws and ordinances shall be strictly observed. The Village Manager or his authorized representative may require the Contractor to discontinue hazardous work practices upon written notice. It is required that the Contractor keep the necessary guards and protective devices at locations where work is being performed to prevent injury to the public or damage to public or private property.

### OBSTRUCTION OF STREETS and RIGHTS OF WAY

The Contractor will arrange to keep sidewalks open for traffic whenever possible and will block portions of streets only when deemed necessary to protect private property. Warning signs and barricades shall be furnished and erected by the Contractor when warranted.

**BIDDER SUMMARY SHEET**

**Aquatic Weed Control**  
Project Name

IN WITNESS WHEREOF, the parties hereto have executed this Bid as of date shown below.

Firm Name: W. B. McCloud & Co. Inc.

Address: 1011A West Lunt Avenue

City, State, Zip Code: Schaumburg, IL 60193

Contact Person: Lyle J. Erickson

FEIN #: 36-2931474

Phone: (847) 891-6260 Fax: (847) 891-7063

E-mail Address: lyleerickson@mccloudservices.com

Signature of Authorized Signee: \_\_\_\_\_

Title: Fisheries Biologist – Mgr. AS Date: February 28, 2008

	<u>2008</u>	<u>2009</u>	<u>2010</u>
Schedule "A" Total Price	\$ <u>14,070.00</u>	\$ <u>14,360.00</u>	\$ <u>14,650.00</u>



**VILLAGE OF ORLAND PARK - PUBLIC WORKS DEPARTMENT**  
**AQUATIC WEED CONTROL FOR 2008/2009/2010**  
**UNIT PRICE BID SHEET**  
*SCHEDULE "B" As Needed Treatment Only*

<b>Contract No.</b>	<b>Site ID</b>	<b>Name</b>	<b>Location</b>	<b>Acres</b>
2005	02-04	CARO VISTA POND	13799 84th Ave	1.88
2022	02-05	WEDGWOOD COMMONS POND	14240 80th Ave	3.26
2012	02-08	SUNNYPINE POND	8725 Pine St	3.34
2043	02-09	NICKLAUS POND	13543 Nicklaus Dr	0.27
2044	02-10	87th AVENUE EAST POND	14291 S. 87th Ave	0.82
2065	02-12	88th AVENUE NORTH POND	13933 S. 88th Ave	0.70
2046	03-10	TALLGRASS POND	13621 Tallgrass Tr	1.70
2047	03-11	LEGEND TRAIL POND	13835 Legend Tr	0.85
2070	04-04	TRIANGLE POND	14060 LaGrange Road	1.06
2036	05-03	ARBOR RIDGE POND	11025 Arbor Ridge Dr	0.41
2048	05-04	ASHFORD POND	10900 W. 143rd St	0.57
2066	05-08	PERSIMMON MEADOW POND	10957 W. 142nd St	0.65
2049	06-05	CREEK CROSSING POND	14175 Creek Crossing Dr	1.10
2050	06-07	CREEKSIDE POND	11500 W. 143rd St	0.80
2071	06-09	LONG RUN CREEK PARK POND	11600 Long Run Drive	1.65
2016	10-02	ORLAND SQUARE POND	9100 W. 151st St	6.00
2031	10-04	SCHUSSLER POND	8900 Golfview Dr	3.35
2014	14-05	ORLAND GOLFVIEW POND	15531 Merion Dr	9.91
2015	14-12	PLUM TREE POND	15699 86th Ave	1.00
2002	15-02	PARK HILL POND #1	15799 Parkhill Dr	3.40
2004	15-05	PARKHILL POND #3 & PARK	15798 Parkhill Dr	3.85
2020	16-01	TREETOP POND #2	15400 Treetop Dr	2.05
2019	16-02	TREETOP POND #1	9937 Treetop Dr	0.11

Contract No.	Site ID	Name	Location	Acres
2035	17-05	SOMERGLLEN POND	10800 Somerglen Ln	1.41
2067	17-16	COLETTE POND	15801 Park Station Blvd	8.44
2008	18-01	SPRING CREEK POND	11250 Poplar Creek Ln	1.97
2040	19-02	REC CENTER WEST POND	11351 W. 159th St	0.50
2041	19-03	REC CENTER EAST POND	11351 W. 159th St	0.55
2042	19-04	REC CENTER SOUTH POND	11351 W. 159th St	0.38
2028	20-01	BEEEMSTERBOER POND	10701 W. 160th St	2.14
2025	20-02	APPLEKNOL POND	10599 W. 163rd Pl	0.58
2029	20-03	GLEN OAK INDUSTRIAL POND	10798 W. 165th St	0.28
2053	20-07	ANTHONY DRIVE POND	10831 Anthony Dr	0.92
2037	22-01	SETON PLACE POND	9460 Seton Pl	0.40
2072	29-05	MALLARD LANDING ENTRANCE	16927 108th Ave	0.43
2054	29-09	EMERALD NORTH POND	17062 Kerry Ave	0.38
2032	29-12	FAWN TRAIL POND	10839 Fawn Trail Dr	4.08
2057	29-20	CAPISTRANO NORTH POND	10510 Capistrano Ln	0.44
2058	29-27	DEER CHASE ESTATES POND	10541 Buck Dr	1.44
2073	29-29	JULIE ANN LANE POND	16711 Julie Ann Lane	0.19
2074	29-30	WARWICK LANE NORTH POND	16930 Warwick Lane	2.35
2075	29-31	WARWICK LANE SOUTH POND	17030 Warwick Lane	0.87
2059	30-04	GREEN KNOLL POND	11257 Steeplechase Pkwy	0.82
2060	31-15	MARLEY BLVD NORTH POND	18011 Marley Blvd	0.66
2076	31-16	SETTLERS NORTH POND	11517 Settlers Pond Way	0.59
2077	31-17	SETTLERS SOUTH POND	17938 Settlers Pond Way	0.67
2078	31-18	LAKE SHORE NORTH POND	11548 Lake Shore Dr	1.43
2061	31-20	MARLEY BLVD MIDDLE POND	18121 Marley Blvd	1.30
2062	31-21	MARLEY BLVD SOUTH POND	18211 Marley Blvd	1.29

Contract No.	Site ID	Name	Location	Acres
2063	31-28	AUTUMN RIDGE EAST POND	11218 Autumn Ridge	0.39
2068	31-32	IMPERIAL WEST POND	18210 Imperial Ln	0.23
2069	31-33	IMPERIAL EAST POND	18237 Imperial Ln	0.11
2003	32-05	BETH POND	10942 Beth Dr	10.00
2030	P28-02	LAKE LUCILLE POND	12630 Laketrail Dr	3.00
2055	P32-05	BRITTANY SOUTH POND	13350 Brittany Dr	1.10
2013	P33-01	MILL CREEK POND	9998 Creek Rd	2.24
2018	P34-01	PALOS SPRINGS POND	8950 Patty Ln	1.00
2017	P34-02	BUTTERFIELD POND	8925 Butterfield Ln	1.60
2024	P35-01	PARKVIEW ESTS POND & PARK	8701 Butterfield Ln	2.31
<b>TOTAL</b>				<b>105.22</b>

Additional sites may be added to this list.

	2008	2009	2010
<b>*Cost Per Acre - ALGAE CONTROL</b>	\$ <u>56.00</u>	\$ <u>60.00</u>	\$ <u>64.00</u>
<b>*Cost Per Acre - WEED CONTROL</b>	\$ <u>150.00</u>	\$ <u>156.00</u>	\$ <u>162.00</u>

\* Price will be prorated depending on site size. Indicate minimum cost, if any, for sites less than (1) one acre.

**Example**

Site #1 - .5 acre @ \$40.00/acre = \$20.00

Site #2 - .1 acre @ \$40.00/acre = \$40.00 minimum/site

Site #3 - 1.25 acre @ \$40.00/acre = \$50.00

		2008	2009	2010
Minimum Charge	<b>ALGAE</b>	\$ <u>38.00</u>	\$ <u>41.00</u>	\$ <u>44.00</u>
Minimum Charge	<b>WEED</b>	\$ <u>100.00</u>	\$ <u>106.00</u>	\$ <u>112.00</u>

## MC CLOUD AQUATIC SERVICES EQUIPMENT

### Equipment

#### I. Boats:

- 1) All boats are 14 foot, Alweld-commercial grade flat bottom with a load capacity of 825 pounds.
- 2) All boats are powered by 25 Horsepower, electric start, outboards.

#### II. Herbicide mixing tanks either:

- 1) Belton Company 50 gallon fiberglass tank with lid or;
- 2) Raven Company 30 gallon plastic tank with lid.

#### III. Distribution System

- 1) 5.5 Horsepower gas powered pump.
  - a) Hand held PVC injection/spray gun or;
  - b) Drop tube system
    - 1) all tubes approximately 12 inches below surface

#### IV. Vehicles

- 1) Chevy K1500 four wheel drive, 6 ½ foot bed, with locking tri-fold cover.

#### V. Proof of Fulfillment

- 1) All vehicles are 1995 or newer and are rigorously maintained per company standards. Backup vehicles are available.
- 2) Boats, outboards, pumps, tanks are also rigorously maintained and inspected weekly.

#### VI. Spill Control

- 1) All vehicles are issued spill control kits capable of handling up to 50 gallons.

#### VII. Flootation Devices

- 1) All boats are equipped with Coast Guard approved boat cushions.
- 2) All applicators are equipped with Coast Guard approved life vests.

#### VIII. Protective Clothing & Apparel

- 1) All applicators are issued company uniforms.
  - a. Uniform consists of long-sleeve shirt, long pants/coveralls.
- 2) All applicators are issued safety glasses, rubber gloves, coveralls, and rubber boots.

#### IX. Material Safety Data Sheets(MSDS)

- 1) All vehicles are issued MSDS's for all herbicides that we currently or may potentially use.

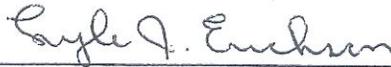


**CERTIFICATION OF ELIGIBILITY  
TO ENTER INTO PUBLIC CONTRACTS**

**IMPORTANT: THIS CERTIFICATION MUST BE EXECUTED.**

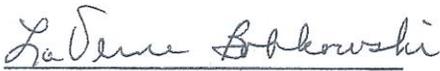
I, Lyle J. Erickson, being first duly sworn certify and say  
that I am Manager of the Aquatics Division  
(insert "sole owner," "partner," "president," or other proper title)

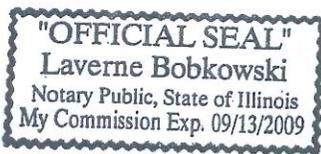
of W. B. McCloud & Co., Inc., the Prime Contractor  
submitting this proposal, and that the Prime Contractor is not barred from contracting with any unit of  
state or local government as a result of a violation of either Section 33E-3, or 33E-4 of the Illinois  
Criminal Code, or of any similar offense of "bid-rigging" or "bid-rotating" of any state or of the United  
States.



\_\_\_\_\_  
Signature of Person Making Certification

Subscribed and Sworn To  
Before Me This 28<sup>th</sup> Day  
of February, 2008.

  
\_\_\_\_\_  
Notary Public



TAX CERTIFICATION

I, LaVerne Bobkowski, having been first duly sworn depose and state as follows:

I, Lyle J. Erickson, am the duly authorized agent for W. B. McCloud & Co., Inc., which has submitted a bid to the Village of Orland Park for

Aquatic Weed Control and I hereby certify  
(Name of Project)

that W. B. McCloud & Co., Inc. is not

delinquent in the payment of any tax administered by the Illinois Department of Revenue, or if it is:

a. it is contesting its liability for the tax or the amount of tax in accordance with procedures established by the appropriate Revenue Act; or

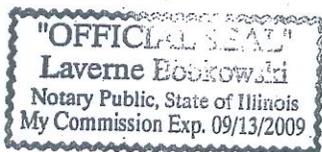
b. it has entered into an agreement with the Department of Revenue for payment of all taxes due and is currently in compliance with that agreement.

By: Lyle J. Erickson

Title: Fisheries Biologist/Mgr. AS

Subscribed and Sworn to  
before me this 28th  
day of February, 2008

LaVerne Bobkowski



**SEXUAL HARASSMENT POLICY**

Please be advised that pursuant to Public Act 87-1257, effective July 1, 1993, 775 ILCS 5/2-105 (A) has been amended to provide that every party to a public contract must:

"Have written sexual harassment policies that shall include, at a minimum, the following information: (I) the illegality of sexual harassment; (II) the definition of sexual harassment under State law; (III) a description of sexual harassment, utilizing examples; (IV) the contractor's internal complaint process including penalties; (V) the legal recourse, investigative and complaint process available through the Department ( of Human Rights) and the Commission (Human Rights Commission); (VI) directions on how to contact the Department and Commission; and (VII) protection against retaliation as provided by Section 6-101 of the Act. (Illinois Human Rights Act). (emphasis added)

Pursuant to 775 ILCS 5/1-103 (M) (2002), a "public contract" includes:

...every contract to which the State, any of its political subdivisions or any municipal corporation is a party."

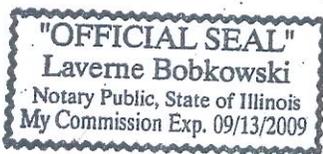
I, Lyle Erickson, having submitted a bid for W. B. McCloud & Co. (Name of Contractor) for Aquatic Weed Control (General Description of Work Bid on) to the Village of Orland Park, hereby certifies that said contractor has a written sexual harassment policy in place in full compliance with 775 ILCS 5/2-105 (A) (4).

By: Lyle J. Erickson  
Authorized Agent of Contractor

Subscribed and sworn to before me this 28<sup>th</sup> day of February, 2008.

Laverne Bobkowski

Notary Public



## EQUAL EMPLOYMENT OPPORTUNITY

**Section I.** This EQUAL EMPLOYMENT OPPORTUNITY CLAUSE is required by the Illinois Human Rights Act and the Rules and Regulations of the Illinois Department of Human Rights published at 44 Illinois Administrative Code Section 750, et seq.

**Section II.** In the event of the Contractor's noncompliance with any provision of this Equal Employment Opportunity Clause, the Illinois Human Right Act, or the Rules and Regulations for Public Contracts of the Department of Human Rights (hereinafter referred to as the Department) the Contractor may be declared non-responsible and therefore ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and this agreement may be canceled or avoided in whole or in part, and such other sanctions or penalties may be imposed or remedies involved as provided by statute or regulation.

During the performance of this Agreement, the Contractor agrees:

- A. That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin or ancestry; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.
- B. That, if it hires additional employees in order to perform this Agreement, or any portion hereof, it will determine the availability (in accordance with the Department's Rules and Regulations for Public Contracts) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
- C. That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, or physical or mental handicap unrelated to ability, or an unfavorable discharge from military service.
- D. That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Contractor's obligations under the Illinois Human Rights Act and Department's Rules and Regulations for Public Contract.
- E. That it will submit reports as required by the Department's Rules and Regulations for Public Contracts, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and Department's Rules and Regulations for Public Contracts.
- F. That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and Department for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and Department's Rules and Regulations for Public Contracts.
- G. That it will include verbatim or by reference the provisions of this Equal Employment Opportunity Clause in every subcontract it awards under which any portion of this Agreement

obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor. In the same manner as the other provisions of this Agreement, the Contractor will be liable for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the contracting agency and the Department in the event any subcontractor fails or refuses to comply therewith. In addition, the Contractor will not utilize any subcontractor declared by the Illinois Human Rights Department to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

**Section III.** For the purposes of subsection G of Section II, "subcontract" means any agreement, arrangement or understanding, written or otherwise, between the Contractor and any person under which any portion of the Contractor's obligations under one or more public contracts is performed, undertaken or assumed; the term "subcontract", however, shall not include any agreement, arrangement or understanding in which the parties stand in the relationship of an employer and an employee, or between a Contractor or other organization and its customers.

**ACKNOWLEDGED AND AGREED TO:**

BY: Gayle J. Erickson

ATTEST: Ladene Bobkowski

DATE: 2-28-08

## REFERENCES

(Please type)

ORGANIZATION Downers Grove Park Distirct  
ADDRESS 2455 Warrenville Road  
CITY, STATE, ZIP Downers Grove, IL 60515  
PHONE NUMBER 630-963-1304  
CONTACT PERSON Len Fisher  
DATE OF PROJECT Since 1987

ORGANIZATION Village of Mokena  
ADDRESS 11004 Carpenter St.  
CITY, STATE, ZIP Mokena, IL 60448  
PHONE NUMBER 708-479-3927  
CONTACT PERSON Craig Heim  
DATE OF PROJECT Since 1992

ORGANIZATION Village of Lindenhurst  
ADDRESS 2301 East Sand Lake Rd.  
CITY, STATE, ZIP Lindenhurst, IL 60046  
PHONE NUMBER 847-356-8252  
CONTACT PERSON Jim Stevens  
DATE OF PROJECT Since 1994

Bidder's Name: Lyle J. Erickson (W. B. McCloud & Co., Inc.)

Signature & Date: Lyle J. Erickson 2-28-08

# INSURANCE REQUIREMENTS

*Please submit a policy Specimen Certificate of Insurance showing bidder's current coverage's*

## WORKERS COMPENSATION & EMPLOYER LIABILITY

\$500,000 – Each Accident, \$500,000 – Policy Limit

\$500,000 – Each Employee

Waiver of Subrogation in favor of the Village of Orland Park

## AUTOMOBILE LIABILITY

\$1,000,000 – Combined Single Limit

## GENERAL LIABILITY (occurrence basis)

\$1,000,000 – Each Occurrence

\$2,000,000 – General Aggregate Limit

\$1,000,000 – Personal & Advertising Injury

\$2,000,000 – Products/Completed Operations Aggregate

Waiver of Subrogation in favor of the Village of Orland Park

## EXCESS LIABILITY (Umbrella-Follow Form Policy)

\$2,000,000 – Each Occurrence

\$2,000,000 – Aggregate

**EXCESS MUST COVER:** General Liability, Automobile Liability, Workers Compensation

Any insurance policies providing the coverage required of the Contractor, shall be specifically endorsed to identify "The Village of Orland Park, and their respective officers, trustees, directors, employees and agents as Additional Insureds on a primary/non-contributory basis with respect to all claims arising out of operations by or on behalf of the named insured." If the named insureds have other applicable insurance coverage, that coverage shall be deemed to be on an excess or contingent basis. The policies shall also contain a "Waiver of Subrogation in favor of the Additional Insureds in regards to General Liability and Workers Compensation coverage's." The certificate of insurance shall also state this information on its face. Certificates of insurance must state that the insurer shall provide the Village with thirty (30) days prior written notice of any change in, or cancellation of required insurance policies. The words "endeavor to" and "but failure to do so shall impose no obligation or liability of any kind upon the insurer, its agents or representatives" must be stricken from all Certificates of Insurance submitted to the Village. Any insurance company providing coverage must hold an A VII rating according to Best's Key Rating Guide. Permitting the contractor, or any subcontractor, to proceed with any work prior to our receipt of the foregoing certificate and endorsement however, shall not be a waiver of the contractor's obligation to provide all of the above insurance.

The bidder agrees that if they are the selected contractor, within ten days after the date of notice of the award of the contract and prior to the commencement of any work, you will furnish evidence of Insurance coverage providing for at minimum the coverage and limits described above directly to the Village of Orland Park, Attn: Denise Domalewski, 14700 S. Ravinia Avenue, Orland Park, IL 60462. Failure to provide this evidence in the time frame specified and prior to beginning of work may result in the termination of the Village's relationship with the selected bidder and the bid will be awarded to the next lowest bidder or result in creation of a new bid.

ACCEPTED & AGREED THIS 28th DAY OF February, 2008

Lyle J. Erickson  
Signature  
Lyle J. Erickson  
Printed Name & Title

Authorized to execute agreements for:  
W. BV McCloud & Co., Inc.  
Name of Company

# ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
12/27/07

**PRODUCER**  
1-800-326-6203  
Arthur J. Gallagher Risk Management Services, Inc.  
  
14241 Dallas Parkway  
Suite 300  
Dallas, TX 75254

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.**

**INSURED**  
W. B. McCloud & Company Inc.  
Aquatics Division  
1011 W. Lunt Ave.  
  
Schaumburg, IL 60193

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Old Republic Ins Co	24147
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

## COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC	MWZY 57717	01/01/08	01/01/09	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$3,000,000 PRODUCTS - COMP/OP AGG \$3,000,000
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	MWTB 20002	01/01/08	01/01/09	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
	<b>EXCESS/UMBRELLA LIABILITY</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE  <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	MWC 115381 00	01/01/08	01/01/09	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
	OTHER				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS  
ALL LOCATIONS AND OPERATIONS.

THE VILLAGE OF ORLAND PARK IS INCLUDED AS ADDITIONAL INSURED. THE COVERAGE AFFORDED THE ADDITIONAL INSURED WILL BE PRIMARY. ANY INSURANCE THE ADDITIONAL INSURED HAS WHICH MAY APPLY TO A LOSS SHALL BE ON AN EXCESS BASIS OR CONTINGENT BASIS ONLY.

## CERTIFICATE HOLDER

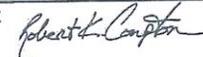
VILLAGE OF ORLAND PARK  
  
ATTN: JOHN INGRAM  
14700 RAVINIA AVE.  
  
ORLAND PARK, IL 60462

USA

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE



## **IMPORTANT**

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

## **DISCLAIMER**

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.